



**PRODUCER APPLICANT BACKGROUND FORM**

**GENERAL INFORMATION**

Applicant Name \_\_\_\_\_  
(First) (Middle) (Last) (Suffix)

Social Security # \_\_\_\_\_ Previous Names Used \_\_\_\_\_

Home Address \_\_\_\_\_  
(Street) (Apt) (City) (State) (Zip Code)

Business Address \_\_\_\_\_  
(Street) (Suite) (City) (State) (Zip Code)

Business Phone ( ) \_\_\_\_\_ Fax ( ) \_\_\_\_\_ Date of Birth \_\_\_\_\_

**RESIDENCE HISTORY**

List your places of residence for the last five (5) years below, please include month/year

From To \_\_\_\_\_  
(Street) (Apt #) (City) (County) (State) (Zip Code)

From To \_\_\_\_\_  
(Street) (Apt #) (City) (County) (State) (Zip Code)

From To \_\_\_\_\_  
(Street) (Apt #) (City) (County) (State) (Zip Code)

**BACKGROUND INFORMATION**

Please Circle One:

Yes No 1. Have you or any company owned by you filed for, or been discharged from, bankruptcy, court protection, insolvency, or reorganization during the past five years?

Yes No 2. Have you ever been convicted of, or pleaded guilty or nolo contendere ("no contest") to, any crime involving dishonesty, embezzlement, or breach of trust?

Yes No 3. Have you been convicted of a felony within the past five years?

Yes No 4. Have you ever had any appointment terminated for cause by an insurance company?

Yes No 5. Have you had any unpaid debts, foreclosures, and/or tax liens exceeding \$25,000 at any time in the past five years?

Yes No 6. Have you been fined, penalized, suspended, sanctioned or otherwise reprimanded by any federal or state regulatory authority in the conduct of your insurance or security activities within the past five years?

**NOTICE TO PRODUCER APPLICANT OF INVESTIGATION UNDER THE FAIR CREDIT REPORTING ACT**

I understand that UnumProvident, Inc. and its subsidiaries may request an investigative report about me as part of their normal producer selection process. As such, I authorize all companies, credit agencies, educational institutions, law enforcement agencies, former employers, military services, and any and all other persons to release all written and verbal information about me to any reporting agency selected by UnumProvident. I release them from all liability and responsibility for doing so. I also authorize the procurement of a consumer report and understand it may contain information about my background, mode of living, credit history, character and personal reputation. This authorization, in original or copy form, shall be valid for this and future reports or updates that may be requested.

Statements made herein are representations on which UnumProvident may rely in considering my request for appointment as a producer for UnumProvident. This information is complete and accurate to the best of my knowledge and recollection. I authorize UnumProvident to release any information obtained to any UnumProvident subsidiary and to any person or entity recommending my appointment to UnumProvident. I understand and agree that any misrepresentation or omission of fact whenever discovered will be the basis for termination for cause of any such appointment and related contract(s).

Applicant Signature \_\_\_\_\_ (X) Date \_\_\_\_\_



## PRODUCER INFORMATION FORM

### GENERAL INFORMATION

#### Individual Producer Name & Information :

|                        |                            |                |               |          |
|------------------------|----------------------------|----------------|---------------|----------|
| _____                  | _____                      | _____          | _____         | _____    |
| Last Name              | First Name                 | Middle Name    | Title         | Suffix   |
| _____                  | _____                      |                | _____         |          |
| Social Security Number | Credentials / Designations |                | Date of Birth |          |
| _____                  | _____                      | _____          | _____         | _____    |
| Resident Street        | Apt #                      | Resident City  | State         | Zip Code |
| _____                  | _____                      | _____          | _____         | _____    |
| (Area Code) Home Phone | (Area Code) Cell Phone     | E-mail Address |               |          |
| _____                  | _____                      | _____          |               |          |

#### Agency Name & Information:

|                            |                          |                                     |       |          |
|----------------------------|--------------------------|-------------------------------------|-------|----------|
| _____                      |                          | _____                               |       |          |
| Agency Name                |                          | Corporate Tax Identification Number |       |          |
| _____                      | _____                    | _____                               | _____ | _____    |
| Business Street            | Suite                    | Business City                       | State | Zip Code |
| _____                      | _____                    | _____                               | _____ | _____    |
| (Area Code) Business Phone | (Area Code) Business Fax | E-Mail Address/ Web-site            |       |          |
| _____                      | _____                    | _____                               |       |          |

Please indicate States in which you are currently licensed to sell Life and/or Health Insurance: \_\_\_\_\_

Please attach a copy of your current license(s)

### COMMISSION INFORMATION

#### Commission or Mailing Address (if different from above):

|                   |       |       |       |          |
|-------------------|-------|-------|-------|----------|
| _____             | _____ | _____ | _____ | _____    |
| P.O. Box / Street | Suite | City  | State | Zip Code |



Unum Life Insurance Company of America  
Provident Life and Accident Insurance Company  
The Paul Revere Life Insurance Company

First Unum Life Insurance Company  
Provident Life and Casualty Insurance Company

### BROKER CONTRACT

Broker:

Print date:

- 1) **Parties.** The parties to this Contract are the Broker referenced above (hereinafter referred to as "You" or "Your") and the Company or Companies named above with which Broker is appointed for the solicitation of insurance policies (hereinafter referred to singly or collectively as "Company.")
- 2) **Authority.** The Company hereby authorizes You, subject to the terms and conditions of this Contract, to solicit and procure applications for insurance policies with the Company, upon completion of the applicable state appointment requirements; to service policies issued as a result; to collect the initial premium or prepayment of expenses thereon; and to furnish receipts for same. The authority granted thereunder shall extend only to policies and contracts of the kind or kinds described in the Schedules to this Contract as amended from time to time by the Company.
- 3) **Territory.** The authority conferred upon You under the terms of this Contract is limited to the jurisdictions in which each Company is licensed to do business and in which You are licensed and appointed as required by law to perform the functions specified herein. Specific policy forms shall not be solicited or delivered in any jurisdictions which require regulatory approval thereof, until such approval has been obtained by the Company.
- 4) **Duties and Responsibilities.** You hereby agree that You will not violate any laws, rules, or regulation of any federal, state or local government, department or bureau having jurisdiction over the sale and service of insurance or securities. You represent that You have never been convicted of a state or federal felony crime that would prohibit or disqualify You from participating in the business of insurance. You hereby represent and warrant that prior to solicitation of an application, You shall be properly licensed and appointed in accordance with Company requirements and should You have representatives solicit insurance, in Your name or under Your business entity or corporation's state appointment(s) as allowed by the applicable state, You certify that said representatives are properly licensed in accordance with all state regulations in each state where they solicit insurance. You will comply with all applicable company policies and procedures as may be issued from time to time. Specifically, but without limitation, You shall:
  - a) Comply with any applicable rules and regulations regarding the replacement of insurance policies, including the preparation of appropriate replacement forms, delivery of them to applicants and the provisions of notices and other required forms and information to the Company;
  - b) Promptly transmit to the Home Office of the Company, or to such person designated by the Company, applications received, together with any initial premium payments or prepayment of expenses collected with respect to such applications;
  - c) Promptly deliver to the purchaser or contract holder all contracts issued by the Company and transmitted to You for delivery;
  - d) Submit to the Company for its prior written approval, any advertising or sales material bearing its name or relating to specific products issued by the Company;
  - e) Promptly repay to the Company (1) any compensation paid on policies which are rescinded with a return of premiums and (2) any compensation advanced by the Company with respect to policies returned during any applicable "right to examine" period;
  - f) At all times, maintain all appropriate licenses, or certificates of authority, to engage in any transaction contemplated by this Contract, including compliance with applicable state continuing education requirements.
  - g) Comply with applicable provisions of the Gramm-Leach-Bliley Financial Modernization Act of 1999 as amended from time to time and any requirements associated with this Act that may be enacted by any state in which Your client resides and/or You are licensed for the sale of insurance. To the extent the Company discloses nonpublic personal information of any individual to You, You agree that You will not disclose or use the information other than to carry out the purposes for which the Company disclosed the information to You.
  - h) Comply with the applicable provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) as amended from time to time, as well as any other applicable law relating to the same subject matter, including the laws of any state in which

Your client resides and/or You are licensed for the sale of insurance and further, comply with all terms and conditions of the Business Associate Addendum to Contract, Exhibit A to this Contract, which is attached hereto and incorporated herein by reference as if set forth in full herein.

5) **Limitations.** Anything herein or otherwise to the contrary notwithstanding, it is further agreed:

- a) You shall have no authority to: (1) alter, modify, change, or waive any terms, rates, conditions, applications or Policies, except as You may be directed to do in writing by the Company; or (2) waive any forfeiture in favor of the Company or the insured; or (3) incur any expense, debt, obligation or liability for or against the Company; or (4) solicit risks of any kind except as set forth in Company's written procedures; or (5) extend the time of payment of premiums or other moneys due to the Company; or (6) waive any Policy obligation or condition; or (7) endorse checks made payable to the Company; or (8) make any representations not strictly in accordance with the provisions of Policies issued by the Company; or (9) directly or indirectly pay or allow any rebate of premium or commission, or provide any other inducement offer on any Policy issued or proposed to be issued by the Company.
- b) You shall have no authority to institute legal proceedings on behalf of the Company or act on behalf of the Company in any way with respect to a potential or actual claim.
- c) You shall have no authority to accept for the Company any renewal contribution or premium paid on any policy of insurance of the Company. If you do accept renewal contribution or premium paid, you shall inform policyholder that you have no binding authority to do so, and payment or delivery of such renewal contribution or premium to You will not be considered as having been received by the Company until the Company receives cash therefore.
- d) You shall not assign, transfer or pledge any interest whatsoever in this Contract or any compensation accruing hereunder without the prior written consent of an authorized officer of the Company.

6) **Premium Collection and Policy Delivery.** If You are authorized to collect premium, You may collect only the initial premium or a portion thereof on applications solicited and procured by You. Unless specifically authorized by the Company in writing, You shall only accept checks or drafts made payable in current funds to the Company. Premiums collected by You shall be immediately submitted to the Company along with the completed application for insurance, and shall not be deposited or negotiated by You unless specifically authorized in writing by the Company.

Policies shall be delivered to the applicant or policyholder within ten (10) business days of receipt by You. Delivery shall not be completed until all applicable delivery receipts, releases, and other documents required by the Company shall have been signed by the applicant or policyholder and returned to the Company by You. Compensation shall not be earned on any Policy not delivered within such period. You shall return to the Company any Policy not delivered within such period.

7) **Compensation.** As compensation for the duties and obligations assumed by You pursuant to this Contract, the Company will pay compensation, as shown in the applicable Schedule(s) and which are incorporated in, and form a part of this Contract, on Policies issued by the Company that are solicited and placed by You after the Effective Date of this Contract and upon completion of Company appointment with the applicable state(s) in accordance with state laws. The percentages shown in the Schedule(s) are a percent of the premiums paid for the Policies, unless otherwise specified. In no event shall compensation paid under this Contract exceed any limits imposed by applicable law or regulation. At any time the Company determines that it is necessary to change the rate of compensation for Policies written under this Contract, the Company shall give You written notice of such change. Any change in rate of first-year and renewal commissions (excluding additions or revisions to Policies that result in payment of new or additional commissions) shall not affect Policies issued on applications dated prior to the Effective Date of such notice. If there is more than one Contract between You and the Company that quotes compensation on the same Policy form, the Company will pay compensation under only one such Contract, specifically, the Contract dated later in time.

The Company will not pay compensation on premiums of a Policy that is in conversion of individual, family, or group insurance, or on premiums of a Policy which are waived under any provision of such Policy, unless specifically indicated in writing by the Company. Where in the Company's judgment a Policy replaces a Policy of the same or similar form previously issued by the Company or one of its affiliates on the same policyholder, the compensation payable on the new Policy will be paid only in accordance with the Company's procedures then in effect.

You shall refund pro-rata to the Company compensation on premiums refunded for any reason at the same rate at which compensation was originally paid. Any amounts paid to You in error shall be due and payable immediately upon request by the Company.

Following termination of this Contract, You shall be entitled to further compensation on business written under this Contract as provided in the applicable Schedules, as issued by the Company. Any amounts paid subsequent to the termination of this Contract, are subject to the provisions of paragraphs 8 and 12 hereof. Upon Your death, if a natural person, any amounts otherwise payable under the terms of this Contract shall be paid to Your estate or personal representative. It is understood that the Company shall be responsible for the payment only of the amounts specified in the Schedules issued by it as part of this Contract.

If you have representatives solicit insurance in Your name or on behalf of Your business entity or corporation, the Company shall pay all compensation directly to You on all premiums accepted by it on all policies issued and placed on applications written by representatives of Your business entity or corporation and You shall be solely responsible for any and all compensation due to Your representatives for the sale of such policies.

8) **Indebtedness.** The Company has the right to offset against any compensation due to You, hereunder any amounts owed by You to the Company or to any affiliate of the Company, and the amount of such indebtedness shall be and remain a first lien against such

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compensation until the indebtedness has been paid in full. For purposes of this paragraph, affiliate shall mean any corporation directly or indirectly controlling, controlled by, or under common control with the Company. This provision shall survive the termination of this Contract.

- 9) **Accounts, Records and Complaints.** The Company will furnish You with periodic statements showing compensation payments and charges made to You within such accounting period. You hereby agree that the ledger accounts of the Company shall be competent and sufficient evidence of the state of accounts between you and the Company. Failure by You to object in writing to any statement of account furnished by the Company to You within sixty (60) days from date of such statement of account shall render such statement a correct account as between You and the Company.
- You shall maintain, at Your principal administrative office, adequate books and records of all transactions in which You engage with the Company or its policyholders or insured persons. The Company shall have the right to audit such books and records upon reasonable notice to You. Such books and records shall be maintained in accordance with prudent standards of insurance record keeping for the term of this Contract and for the five-year period following the termination of this Contract. You agree to take appropriate measures to protect the confidentiality of the records of the Company and applicant/insured.
- You will immediately notify the Company of any complaint against You or the Company arising from performance, or lack thereof, of this Contract. You will also send by facsimile or express mail any written complaint that you receive about a Policy or service of the Company. You will, upon receipt of any summons, complaint, or notice of suit, forward such notice to the Company by express or overnight mail. You will, upon receipt of any inquiry from an insurance department or other regulatory body with respect to activity under this Contract, forward such inquiry to the Company by express or overnight mail.
- 10) **Waiver.** Failure of the Company to insist upon strict compliance by You with any of the terms or conditions of this Contract shall not be construed as a waiver of such terms or conditions with respect to any subsequent default or failure of performance.
- 11) **Relationship of the Parties.** Nothing in this Contract shall be construed to create an employment relationship between You and the Company or to establish You as a full-time insurance salesperson with respect to the Company. You, as an independent contractor, shall determine the persons to solicit for insurance and the time and manner in which to perform the services required to be performed under the terms of this Contract. You hereby acknowledge the status of independent contractor with respect to the Company, and where applicable agree to be responsible for all taxes (including those imposed by the Federal Insurance Contributions Act) as a self-employed independent contractor.
- 12) **Forfeiture.** Anything in this Contract to the contrary notwithstanding, fraud or misrepresentation in connection with any Company business, failure to promptly remit funds collected on behalf of the Company, or willful violation of any of the terms of this Contract shall result in the immediate termination of this Contract if then in force and the immediate termination of Your right to any further compensation otherwise payable hereunder. The Company's obligation of payment of compensation to You will cease, and all compensation may, at the Company's discretion, be forfeited, if You systematically induce, directly or indirectly, policyholders of the Company to replace, or discontinue the payment of premiums on Policies or if total compensation due You from the Company is less than \$100 for the preceding calendar year. This paragraph shall survive the termination of this Contract.
- 13) **Release From Prior Contracts.** With respect to types of insurance indicated in the applicable Schedules, this Contract cancels and supersedes any prior agreement, contract or understanding between the parties hereto relating to solicitation of insurance with the Company by You. Commissions payable on any policies written under any such prior agreements shall be determined and paid as specified therein. The rights of lien and offset for the security of any indebtedness due to the Company under such prior agreements are hereby reserved and continued.
- 14) **Notices.** All notices, requests, demands and other communications between the parties pursuant to this Contract shall be deemed delivered when mailed to the parties as follows:
- |                 |  |
|-----------------|--|
| To You:         | Last address shown in the Company's files.   |
| To the Company: | Producer Compensation Administration<br>UnumProvident Corporation<br>1 Fountain Square, Chattanooga, Tennessee 37402 |
- 15) **Modification.** This Contract constitutes the entire Contract between the parties hereto. The Company reserves the right to amend or replace this Contract, in whole or in part, upon written notice to You. This Contract may be modified only in writing signed by an authorized officer of the Company and expressing a clear intent to modify this Contract. You shall not be bound by any such modifications until notified of the change and delivery of a copy of such writing to You, or by deposit thereof in the United States or Canadian Mail addressed to Your last known address.
- 16) **Termination.** The Contract will terminate:
- At the sole discretion of either party, upon thirty (30) days (or the minimum days required by state law) written notice of termination given by either party to the other;
  - Immediately for breach of any of the terms of this Contract, upon written notice provided to the breaching party;
  - On a date mutually agreed upon by You and the Company;
  - At the Company's sole discretion immediately upon termination, expiration or revocation of Your license by any State or Province Insurance Department;
  - On Your death or adjudication of incompetence;
  - On the dissolution of the corporation if You are a corporation;
  - Upon Your commencement of voluntary or involuntary bankruptcy proceedings.
- Authority to solicit applications with respect to a particular product or products shall terminate upon thirty (30) days written notice of termination of the applicable Commission Schedule given by the Company to You. Such action shall not affect the continuance of this Contract with respect to any products not specified in the notice.

Upon termination of this Contract, You shall immediately deliver to the Company all materials and supplies belonging to or supplied by the Company and shall immediately pay in cash all sums then due.

) **Terms.** If any provision of this Contract should be determined to be invalid or otherwise unenforceable under law, the remainder of this Contract shall not be affected thereby. This Contract shall be governed by, construed and interpreted in accordance with the laws of the State of Tennessee. This Contract is binding upon the Company and You, and our respective, successors and assigns. Performance of this Contract is not contingent upon the Company's rating, underwriting or marketing practices. This Contract does not expressly or implicitly obligate the Company to accept insurance business from You that does not comply with the Company's rating, underwriting or marketing practices as they may exist and change from time to time during the term of this Contract.

IN WITNESS WHEREOF, the parties have executed this Contract effective:

**BROKER**

Please complete the column below

Print Name of Broker (Individual or Corporation Name)

Signature of Broker (Signature of Officer if a Corporation)

Print Name of Officer Signing if a Corporation

Title of Officer if a Corporation

Street Address (Resident Address if an Individual)

City, State, Zip Code

Social Security Number (Tax I.D. if a Corporation)

Date Signed (xx/xx/xxxx)

**COMPANY USE ONLY**

Print Name of Company Officer

Signature of Company Officer

Title of Company Officer

Date Signed (xx/xx/xxxx)

**NOTE: All four (4) pages of this Contract must be returned.**

## Exhibit A

### Business Associate Addendum to Contract

This Addendum is an integral part of the Contract entered into between the insuring subsidiaries of UnumProvident Corporation and Business Associate referenced in the Contract

#### PRIVACY OF PROTECTED INFORMATION

##### 1. Definitions

The following terms shall have the meanings ascribed to them in this Section:

**Addendum** shall refer to this document.

**Agreement** shall refer to the agreement referenced in the heading to which this Addendum is attached.

**Business Associate** shall mean the Broker, Agent, Solicitor, General Agent or other Insurance Representative.

**Covered Entity** shall mean the insuring subsidiaries of UnumProvident Corporation.

**Individual** shall mean the person who is the subject of the Protected Information and shall include a person who qualifies as a personal representative of that person.

**Individually Identifiable** shall mean, with respect to Protected Information, that it identifies the individual, or that there is a reasonable basis to believe that it could be used to identify the individual.

**Privacy Rule** shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E, as amended and interpreted from time to time.

**Protected Information** shall mean any individually identifiable health information, whether oral or recorded in any form or medium, that is (i) created or received by Business Associate from or on behalf of Covered Entity and (ii) relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual.

**Parties** shall mean Business Associate and Covered Entity.

**Required By Law** shall mean a mandate contained in law that compels Covered Entity or Business Associate to make a use or disclosure of Protected Information and that is enforceable in a court of law.

**Secretary** shall mean the Secretary of the Department of Health and Human Services ("HHS") or his/her designee.

Other capitalized terms shall have the meanings ascribed to them in the context in which they first appear in this Addendum or the Agreement. Terms used, but not otherwise defined, in this Addendum shall have the same meanings as those terms in 45 CFR 160.103 and 164.501 or in the Agreement.

##### 2. Permitted Uses and Disclosures by Business Associate

Except as otherwise limited in this Addendum, Business Associate may,

**2.1 For the Purposes of the Agreement.** Use or disclose Protected Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreement, provided that such use or disclosure would not violate the Privacy Rule or any other applicable law if done by Covered Entity.

**2.2 Data Aggregation** Use or disclose Protected Information to provide data aggregation services as permitted by 42 CFR 164.504(e)(2)(i)(B).

**2.3 Use for Management and Administration.** Use Protected Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

**2.4 Disclosure for Management and Administration.** Disclose Protected Information for the proper management and administration of the Business Associate, provided that such disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware that the confidentiality of the information has been breached.

### **3. Business Associate's Obligations With Respect To The Protected Information**

**3.1 Limits on use and further disclosure.** Business Associate agrees not to use or disclose Protected Information other than as expressly permitted or required by this Addendum or as Required by Law.

**3.2 Appropriate safeguards.** Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Information other than as expressly permitted or required by this Addendum or as Required by Law.

**3.3 Mitigation.** Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Information by Business Associate that was done in violation of this Addendum.

**3.4 Reports of improper use or disclosure.** Business Associate agrees to report to Covered Entity as soon as feasible but in all cases within 10 days of discovery any use or disclosure of the Protected Information not permitted by this Addendum as well as what actions will be taken by Business Associate to cure such improper use or disclosure.

**3.5 Subcontractors and agents.** Business Associate agrees to obtain the approval of Covered Entity, in writing, prior to engaging any subcontractors or agents for the purpose of assisting it in performing its duties under the Agreement. Business Associate further agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Information agrees to the same restrictions and conditions that apply through this Addendum to Business Associate under this Addendum with respect to such information.

**3.6 Right of access to information.** At the request of Covered Entity, and in the time and manner designated by Covered Entity, Business Associate agrees to provide access to Protected Information to Covered Entity or to a third party at the request of Covered Entity.

**3.7 Amendment and incorporation of amendments.** At the request of Covered Entity, and in the time and manner designated by Covered Entity, Business Associate agrees to make amendments or corrections to Protected Information.

**3.8 Access to books and records.** Business Associate agrees to make its internal practices, books, and records relating to the use and disclosure of Protected Information available to the Covered Entity, or at the request of the Covered Entity to any authorized government official, including the Secretary (the "Official"), in a time and manner designated by the Covered Entity or such Official.

**3.9 Provide accounting.** Business Associate agrees to document disclosures of Protected Information and information related to such disclosures as would be required for an accounting of disclosures of Protected Information. Business Associate further agrees to provide to Covered Entity, in the time and manner designated by Covered Entity, information collected in accordance with this Section. The information shall be retained by Business Associate until the later of (a) the termination of the Agreement or (b) six (6) years after the date of the disclosure of any Protected Information.

**3.10 Sanction procedures.** Business Associate agrees to impose a reasonable and appropriate sanction on any of its employees, subcontractors or agents who violate this Addendum, the Privacy Rule, or any other applicable law upon becoming aware of such violation(s).

**3.11 Costs.** Business Associate shall bear the costs of its compliance with this Addendum and shall not seek reimbursement from Covered Entity.

### **4. Term and Termination**

**4.1 Term.** The Term of this Addendum commence on March 1, 2003 and shall otherwise be coincidental with the Agreement.

**4.2 Breach and Termination for Cause.** A breach of this Addendum is a material breach of the Agreement for which Covered Entity shall have the right to terminate the Agreement and such other termination rights as provided in the Agreement.

**4.3 Effect of Termination.**

**4.3.1** Upon termination of this Addendum, for any reason, Business Associate shall return or destroy, at the option of Covered Entity, all Protected Information. This provision shall also apply to Protected Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Information. If the Covered Entity directs Business Associate to destroy the Protected Information, it shall certify to the Covered Entity that it was destroyed.

**4.3.2** In the event that Business Associate determines that returning or destroying the Protected Information is not feasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction not feasible. Upon mutual agreement of the Parties that return or destruction of Protected Information is not feasible, the protections and requirements of this Addendum shall be extended so long as Business Associate maintains such Protected Information and Business Associate shall limit further use and disclosure of such Protected Information to those purposes that make the return or destruction not feasible.

**5. Miscellaneous**

**5.1 Regulatory references.** A reference in this Addendum to a section in the Privacy Rule means the section as in effect or as amended, and for which compliance is required.

**5.2 Amendment.** The Parties agree to take such action as is necessary to amend this Addendum from time to time to enable Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act, Public Law 104-191 and any other applicable laws.

**5.3 Survival.** The respective rights and obligations of Business Associate under the Section entitled "Effect of Termination" of this Agreement shall survive the termination of this Addendum.

**5.4 Interpretation.** Any ambiguity in this Addendum, or a conflict between this Addendum and the Agreement, shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy Rule.

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## TAXPAYER ID CERTIFICATION FORM

1. The taxpayer identification number shown below is correct or I am waiting for a number to be issued;

And

2. I am not subject to backup withholding because:

- a) I am exempt from backup withholding, or
- b) I have not been notified by the IRS that I am subject to backup withholding, or
- c) The IRS has notified me that I am no longer subject to backup withholding.

Signature

Name

SSN/Tax-ID

Date



**COMMISSION SCHEDULE FOR BROKER - (Individual Long Term Care)**

**Broker affiliated with Brokerage General Agent: Senior Market Sales Inc**

Effective date: \_\_\_\_\_

In accordance with the Compensation section in Your Contract/ Agreement (hereinafter referred to as contract), this schedule is hereby adopted as part of that contract and replaces all prior commission schedules and contract amendments for individual long term care business applied for on or after the effective date of this schedule. This schedule applies only to policies as so defined and classified by the Company which You, the Broker has been authorized to represent pursuant to the above-referenced contract.

**COMMISSIONS AND SERVICE FEES**

**Individual Long Term Care Insurance ("ILTC")** First year commissions and renewal commissions will be payable to You as a percentage of commissionable premiums accepted by the Company on policies issued and placed on applications written personally by You, or in Your name, at the rates listed below:

| <b>Compensation Schedule (For all states except Delaware, Indiana, Michigan and Wisconsin)</b> |                  |                   |                   |
|--|------------------|-------------------|-------------------|
| <b>Issue Age</b>   | <b>Year 1</b>    | <b>Years 2-10</b> | <b>Years 11+*</b> |
| Under age 75   | 50%              | 5%                | 2%                |
| Age 75 and over  | 40%              | 5%                | 2%                |
| <b>Compensation Schedule for Delaware</b>  |                  |                   |                   |
| <b>Issue Age</b>   | <b>Years 1-3</b> | <b>Years 4-10</b> | <b>Years 11+</b>  |
| Under age 75   | 25%              | 15%               | 5%                |
| Age 75 and over  | 20%              | 15%               | 5%                |
| <b>Compensation Schedule for Indiana</b>   |                  |                   |                   |
| <b>Issue Age</b>   | <b>Year 1</b>    | <b>Years 2-10</b> | <b>Years 11+</b>  |
| Under age 75   | 32%              | 16%               | 0%                |
| Age 75 and over  | 32%              | 16%               | 0%                |
| <b>Compensation Schedule for Michigan**</b>  |                  |                   |                   |
| <b>Issue Age</b>   | <b>Years 1-3</b> | <b>Years 4-10</b> | <b>Years 11+</b>  |
| Under age 75   | 32%              | 4%                | 5%                |
| Age 75 and over  | 25%              | 4%                | 5%                |
| <b>Compensation Schedule for Wisconsin</b>   |                  |                   |                   |
| <b>Issue Age</b>   | <b>Year 1</b>    | <b>Years 2-10</b> | <b>Years 11+</b>  |
| Under age 75   | 40%              | 10%               | 5%                |
| Age 75 and over  | 30%              | 10%               | 5%                |

\* The commissions indicated for the 11th and subsequent Policy Years will be payable *provided that*:  
 (a) You have at least \$25,000 of annualized in force premium from Individual Long Term Care Insurance policies at the year-end closing date preceding the year the Individual Long Term Care Insurance policy entered its 11th year, AND  
 (b) You maintain at least \$10,000 of annualized in force premium from Individual Long Term Care Insurance policies at the year-end closing date preceding the year the Individual Long Term Care Insurance policy entered its 12th year and each year thereafter.

\*\* Michigan - base schedules are set for years 1-3, 4-10, and 11+

\*\*\* The commission percentage applicable to premiums paid on policies with an Accelerated Payment Option Rider (APO) for first year commissions and renewal commissions shall be as follows:

- One-Pay: Fifteen percent (15%) of standard commission percentages in the above table.
- Five-Pay: Thirty percent (30%) of standard commission percentages in the above table.
- Ten Pay: Sixty percent (60%) of standard commission percentages in the above table.
- To Age 65: Sixty percent (60%) of standard commission percentages in the above table.

\*\*\*\* For all states except Michigan, the commission percentage applicable to premiums paid on **multi-life policies** with a 30% policyholder premium rate reduction shall be paid with a 15 percentage point rate reduction to the first year commission rate in the above table. For Michigan, the commission percentage applicable to premiums paid on **multi-life policies** with a 30% policyholder premium rate reduction shall be paid with a 5 percentage point rate reduction to the first three years commission rates in the above table.

**GENERAL PROVISIONS:**

**Commissions and Service Fees.** Commissions and service fees on temporary flat extra premiums, waived premium, forgiven premium, discontinued/suspended premiums, internal rollovers, and/or automatic premium loans, policy or administrative fees, or on the amount of permanent table-rated or percentage-rated premiums will be payable or given only as provided in the Company's then current rules and practices.

**Supplementary Benefits** Unless provided otherwise, commissions and fees payable on supplementary benefits will be at the same rates and subject to the same provisions as the policies to which they are attached.

**Discounts.** Commissions and fees payable shall be based upon the actual commissionable premiums paid on any policy eligible for discount(s).

**Issue Ages 75 and Above.** For policies with issue ages 75 and above, the base commission rates will be determined by the Company in accordance with its then current rules and practices.

**Vesting and Payment of Commissions after Contract Termination.** Individual Long Term Care (ILTC) in force premium will be reviewed annually in January of each year after Your termination. You must maintain at least \$10,000 of annualized ILTC in force premium to receive compensation in Years 11 and after.

**Minimum Compensation Payment.** If Your total current and accumulated compensation is less than \$100, compensation may be accumulated until such compensation exceeds \$100 before being paid to You.

**Unearned Commissions.** The unearned portion of any first year commissions paid to You under a policy or contract which has terminated prior to the first policy anniversary date will be charged back to You as an indebtedness to the Company.

**Policy Exchanges, Changes, Make-Overs, Replacements.** Compensation Payable on policy changes, made-over policies, or policies being replaced by a new policy will be determined by the Company in accordance with its then current rules and practices.

**Applicable Schedule.** Application of compensation schedules is subject to the Company's administrative procedures that determine which compensation schedule is applicable to Your contract.

**Products.** The Company reserves the right to withdraw products or product lines from any and all jurisdictions at any time. The Company may introduce new products from time to time and compensation rates on such products will be established at the time of product introduction which may differ from the rates published in this schedule.

**Conversion Privilege.** For policies issued in accordance with any conversion privilege, first year and renewal commissions will be in accordance with the Company's then current rules and practices.

**Regulatory Requirements.** Compensation rates may vary in some states due to regulatory requirements. Premiums received on policies issued in such states shall earn compensation according to the applicable rate prescribed by state law.

**Schedule Applicability.** This Schedule applies only to UnumProvident Individual Long Term Care Insurance policies which are originally applied for while this Schedule remains operative on or after the effective date of this Schedule.

**Policy.** For purposes of this Schedule, the term "policy" shall encompass both free-standing insurance policies and new coverages added to an existing policy.

**Schedule Termination.** This Schedule will terminate on the earlier of: (a) the mailing to You of written notice of termination or replacement of this Schedule, OR or (b) termination of the your Broker's Contract for whatever reason.

**DEFINITIONS of terms used herein**

**Commissions Payable.** Commissions due to You on applicable premium pursuant to the terms and conditions of this Commission Schedule and Your Broker's Contract.

**Commissionable Premium.** Commissionable premium is equal to premium received.

**In Force Premium.** Calculated as the sum of premiums, due from policyholders, on policies which are in effect.

**Policy Year.** A period of twelve (12) consecutive months terminating on an anniversary of the effective date of the policy.

**IN WITNESS WHEREOF, the parties have executed this Contract effective:**

\_\_\_\_\_  
Print Name of Broker

\_\_\_\_\_  
Signature of Broker

\_\_\_\_\_  
Tax Identification Number

\_\_\_\_\_  
Date signed

**Senior Market Sales Inc**

\_\_\_\_\_  
Print Name of Brokerage General Agent

\_\_\_\_\_  
Signature of Brokerage General Agent

\_\_\_\_\_  
Date signed



**COMMISSION SCHEDULE FOR BROKER - (Individual Long Term Care)**

Broker affiliated with Brokerage General Agent: Senior Market Sales Inc

Effective date:

In accordance with the Compensation section in Your Contract/Agreement (hereinafter referred to as contract), this schedule is hereby adopted as part of that contract and replaces all prior commission schedules and contract amendments for individual long term care business applied for on or after the effective date of this schedule. This schedule applies only to policies as so defined and classified by the Company which You, the Broker has been authorized to represent pursuant to the above-referenced contract.

**COMMISSIONS AND SERVICE FEES**

**Individual Long Term Care Insurance ("ILTC")** First year commissions and renewal commissions will be payable to You as a percentage of commissionable premiums accepted by the Company on policies issued and placed on applications written personally by You, or in Your name, at the rates listed below:

| <b>Compensation Schedule (For all states except Delaware, Indiana, Michigan and Wisconsin)</b> |                  |                   |                   |
|--|------------------|-------------------|-------------------|
| <b>Issue Age</b>   | <b>Year 1</b>    | <b>Years 2-10</b> | <b>Years 11+*</b> |
| Under age 75   | 50%              | 5%                | 2%                |
| Age 75 and over  | 40%              | 5%                | 2%                |
| <b>Compensation Schedule for Delaware</b>  |                  |                   |                   |
| <b>Issue Age</b>   | <b>Years 1-3</b> | <b>Years 4-10</b> | <b>Years 11+</b>  |
| Under age 75   | 25%              | 15%               | 5%                |
| Age 75 and over  | 20%              | 15%               | 5%                |
| <b>Compensation Schedule for Indiana</b>   |                  |                   |                   |
| <b>Issue Age</b>   | <b>Year 1</b>    | <b>Years 2-10</b> | <b>Years 11+</b>  |
| Under age 75   | 32%              | 16%               | 0%                |
| Age 75 and over  | 32%              | 16%               | 0%                |
| <b>Compensation Schedule for Michigan**</b>  |                  |                   |                   |
| <b>Issue Age</b>   | <b>Years 1-3</b> | <b>Years 4-10</b> | <b>Years 11+</b>  |
| Under age 75   | 32%              | 4%                | 5%                |
| Age 75 and over  | 25%              | 4%                | 5%                |
| <b>Compensation Schedule for Wisconsin</b>   |                  |                   |                   |
| <b>Issue Age</b>   | <b>Year 1</b>    | <b>Years 2-10</b> | <b>Years 11+</b>  |
| Under age 75   | 40%              | 10%               | 5%                |
| Age 75 and over  | 30%              | 10%               | 5%                |

- \* The commissions indicated for the 11th and subsequent Policy Years will be payable *provided that*:
  - (a) You have at least \$25,000 of annualized in force premium from Individual Long Term Care Insurance policies at the year-end closing date preceding the year the Individual Long Term Care Insurance policy entered its 11th year, AND
  - (b) You maintain at least \$10,000 of annualized in force premium from Individual Long Term Care Insurance policies at the year-end closing date preceding the year the Individual Long Term Care Insurance policy entered its 12th year and each year thereafter.
- \*\* Michigan - base schedules are set for years 1-3, 4-10, and 11+
- \*\*\* The commission percentage applicable to premiums paid on policies with an Accelerated Payment Option Rider (APO) for first year commissions and renewal commissions shall be as follows:
  - One-Pay: Fifteen percent (15%) of standard commission percentages in the above table.
  - Five-Pay: Thirty percent (30%) of standard commission percentages in the above table.
  - Ten Pay: Sixty percent (60%) of standard commission percentages in the above table.
  - To Age 65: Sixty percent (60%) of standard commission percentages in the above table.
- \*\*\*\* For all states except Michigan, the commission percentage applicable to premiums paid on **multi-life policies** with a 30% policyholder premium rate reduction shall be paid with a 15 percentage point rate reduction to the first year commission rate in the above table. For Michigan, the commission percentage applicable to premiums paid on **multi-life policies** with a 30% policyholder premium rate reduction shall be paid with a 5 percentage point rate reduction to the first three years commission rates in the above table.

**GENERAL PROVISIONS:**

**Commissions and Service Fees.** Commissions and service fees on temporary flat extra premiums, waived premium, forgiven premium, discontinued/suspended premiums, internal rollovers, and/or automatic premium loans, policy or administrative fees, or on the amount of permanent table-rated or percentage-rated premiums will be payable or given only as provided in the Company's then current rules and practices.

**Supplementary Benefits** Unless provided otherwise, commissions and fees payable on supplementary benefits will be at the same rates and subject to the same provisions as the policies to which they are attached.

**Discounts.** Commissions and fees payable shall be based upon the actual commissionable premiums paid on any policy eligible for discount(s).

**Issue Ages 75 and Above.** For policies with issue ages 75 and above, the base commission rates will be determined by the Company in accordance with its then current rules and practices.

**Vesting and Payment of Commissions after Contract Termination.** Individual Long Term Care (ILTC) in force premium will be reviewed annually in January of each year after Your termination. You must maintain at least \$10,000 of annualized ILTC in force premium to receive compensation in Years 11 and after.

**Minimum Compensation Payment.** If Your total current and accumulated compensation is less than \$100, compensation may be accumulated until such compensation exceeds \$100 before being paid to You.

**Unearned Commissions.** The unearned portion of any first year commissions paid to You under a policy or contract which has terminated prior to the first policy anniversary date will be charged back to You as an indebtedness to the Company.

**Policy Exchanges, Changes, Make-Overs, Replacements.** Compensation Payable on policy changes, made-over policies, or policies being replaced by a new policy will be determined by the Company in accordance with its then current rules and practices.

**Applicable Schedule.** Application of compensation schedules is subject to the Company's administrative procedures that determine which compensation schedule is applicable to Your contract.

**Products.** The Company reserves the right to withdraw products or product lines from any and all jurisdictions at any time. The Company may introduce new products from time to time and compensation rates on such products will be established at the time of product introduction which may differ from the rates published in this schedule.

**Conversion Privilege.** For policies issued in accordance with any conversion privilege, first year and renewal commissions will be in accordance with the Company's then current rules and practices.

**Regulatory Requirements.** Compensation rates may vary in some states due to regulatory requirements. Premiums received on policies issued in such states shall earn compensation according to the applicable rate prescribed by state law.

**Schedule Applicability.** This Schedule applies only to UnumProvident Individual Long Term Care Insurance policies which are originally applied for while this Schedule remains operative on or after the effective date of this Schedule.

**Policy.** For purposes of this Schedule, the term "policy" shall encompass both free-standing insurance policies and new coverages added to an existing policy.

**Schedule Termination.** This Schedule will terminate on the earlier of: (a) the mailing to You of written notice of termination or replacement of this Schedule, OR or (b) termination of the your Broker's Contract for whatever reason.

**DEFINITIONS of terms used herein:**

**Commissions Payable.** Commissions due to You on applicable premium pursuant to the terms and conditions of this Commission Schedule and Your Broker's Contract.

**Commissionable Premium.** Commissionable premium is equal to premium received.

**In Force Premium.** Calculated as the sum of premiums, due from policyholders, on policies which are in effect.

**Policy Year.** A period of twelve (12) consecutive months terminating on an anniversary of the effective date of the policy.

**IN WITNESS WHEREOF, the parties have executed this Contract effective:**

\_\_\_\_\_  
Print Name of Broker



\_\_\_\_\_  
Signature of Broker

**Senior Market Sales Inc**

\_\_\_\_\_  
Print Name of Brokerage General Agent

\_\_\_\_\_  
Signature of Brokerage General Agent

\_\_\_\_\_  
Tax Identification Number

\_\_\_\_\_  
Date signed

\_\_\_\_\_  
Date signed

## INDIVIDUAL OFFERINGS

| Product                      |                        | 1st Year Commission Rate | Years 2-5  | Years 6-10             | Service Fees Years 11+ |
|------------------------------|------------------------|--------------------------|------------|------------------------|------------------------|
| Individual Income Protection |                        | 50%                      | 5%         | 2.5%                   | 2%                     |
| Large Case / Deep Discount   | Level A                | 30%                      | 5%         | 2.5%                   | 2%                     |
|                              | Level B                | 25%                      | 3.5%       | 1%                     | 2%                     |
|                              | Level C                | 20%                      | 2.5%       | 0%                     | 2%                     |
| <b>Additional Renewals</b>   |                        |                          |            |                        |                        |
| Product                      | Annualized New Premium | Commission Rates         |            |                        |                        |
|                              |                        | Years 2-5                | Years 6-10 | Service Fees Years 11+ |                        |
| Individual Income Protection | \$1-9,999              | 0%                       | 0%         | 0%                     |                        |
|                              | 10,000-19,999          | 5%                       | 2.5%       | 0%                     |                        |
|                              | 20,000-39,999          | 10%                      | 7.5%       | 3%                     |                        |
|                              | 40,000 +               | 12.5%                    | 10%        | 3%                     |                        |

| Product   | 1st Year Commission Rate          | Annualized New Premium | Years 2-5 | Years 6-10 | Service Fees Years 11+ |
|---|-----------------------------------|------------------------|-----------|------------|------------------------|
| Accident Income Recovery                          | 65%                               |                        | 0%        | 0%         | 0%                     |
| Individual Long Term Care <sup>1,2,3</sup> (ILTC) | Age < 75 : 50%<br>Age >= 75 : 40% | \$1-9,999              | 5%        | 5%         | 2%                     |
|   |                                   | 10,000 - 19,999        | 7.5%      | 5%         | 2%                     |
|   |                                   | 20,000 - 39,999        | 7.5%      | 7.5%       | 5%                     |
|   |                                   | 40,000+                | 10%       | 10%        | 5%                     |

<sup>1</sup>For the states of Delaware, Indiana, Michigan, and Wisconsin, see your UnumProvident Sales Consultant for ILTC compensation information.

<sup>2</sup>For premium paid on policies with an Accelerated Payment Option (APO) rider, commission will be paid as follows:

- One-Pay: Fifteen percent (15%) of standard commission percentages in the table above.
- Five-Pay: Thirty percent (30%) of standard commission percentages in the table above.
- Ten-Pay and To Age 65: Sixty percent (60%) of standard commission percentages in the table above.

<sup>3</sup> For premiums paid on multi-life policies with a 30% policyholder rate reduction, commissions will be paid at a 15% rate reduction to the first year commission rate in the table above.